



**GRUBB & ELLIS.**

From Insight to Results

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CA – license # 00789902

April 12, 2010

Kevin Shannon  
Vice Chairman CBRE  
990W. 190<sup>th</sup> Street  
Torrance, CA 90502

**Re: Letter of Intent to Purchase  
The Sacramento properties in the Golden State Portfolio-  
the Buyer LLC Investment Inc.**

The Buyer LLC Investment Inc. in care of Vincente Galindo offer to purchase the following properties under the following basic terms.

**1. Properties and Pricing**

A) Capital Area East and Complex  
1430 N Street  
1501, 1500, 1615 and 1616 Capitol Ave, Sacramento, Ca  
Price: \$441,529,637

B) Department of Justice Building  
4949 Broadway, Sacramento CA, 95820  
Price: \$60,989,000

C) Attorney General Building  
1300 I Street  
Sacramento, CA 95814  
Price: \$120,650,000

**2. Due Diligence**

The Buyer shall have 60 days to release all contingencies in writing. The Buyer shall have 60 days to complete all inspections and third party reports on each property. The Buyer may purchase all or none of the properties at Buyer's sole discretion.

**3. Terms**

Cash at the close of escrow

**4. Deposit**

The Buyer shall place in escrow \$1,000,000 deposit per property within 10 days of acceptance of the purchase contract.

Upon release of all contingencies the deposits shall be deemed non refundable and applied to the purchase price.

If the Buyer elects not to release contingencies on one or all of the properties the deposit shall be returned for that property to the buyer with no further obligations by either party. The Buyer may elect to release contingencies on one or more of the above properties.

5. **Close of Escrow**  
Escrow(s) shall close 30 days after releasing all the contingencies.
6. **Closing Cost**  
CLTA – Shall be paid by the Seller  
ALTA – Shall be paid by the Buyer  
Escrow fees – split 50/50  
Transfer Taxes – paid by Seller
7. **Brokers**  
CBRE represents the Seller and shall be paid as per separate agreement. Grubb & Ellis – Steve Griffin represents Buyer and shall be paid by the Buyer at the close of escrow as per a separate agreement.
8. **Proof of Funds**  
Buyer shall have 10 business days from the execution of the contract to present to the Sellers proof of funds to close the escrow.
9. **Inspections**  
The Buyer shall inspect the properties at Buyer's sole cost and shall conduct any third party reports at Buyers sole cost. The Brokers make no representation as to the condition of the properties.
10. **Escrow**  
First American Title Company

*This proposal is non-binding and is intended solely as a preliminary expression of interest in pursuing further negotiations about the property. The parties both intend that neither shall have any binding contractual obligations to the other regarding the property described in this letter unless and until a formal written purchase and sale agreement is fully executed and delivered after adequate opportunity for review by legal counsel for each of the parties.*

Sincerely,



Steve Griffin  
Senior Vice President  
Investment Group

DRE, CA-license # 00789902

Agreed & Accepted

Seller, STATE OF CA.

~~BUYER: LLC Investment Inc.~~

By: \_\_\_\_\_

Vincente Galindo

Date: \_\_\_\_\_

Agreed & Accepted

~~SELLER: State of California~~

Buyer  
LLC Investment

By: OCB JMS

Date: 4-14-2010